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EXHIBIT 20 - KALAMAZOO PLANT PROPERTY OUTLINE



Document is available at the EPA Region 5 Records Center.

Specify Type of Document(s) / Comments:

May 6, 2003

Samuel A. Schiffman
Vice President, General Counsel
and Secretary

Email: saschiffman@nationalgypsum.com

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Eileen L. Furey, Esq.
Associate Regional Counsel (C-14J)
U.S. Environmental Protection Agency, Region 5
77 West Jackson Boulevard
Chicago, IL 60604-3507

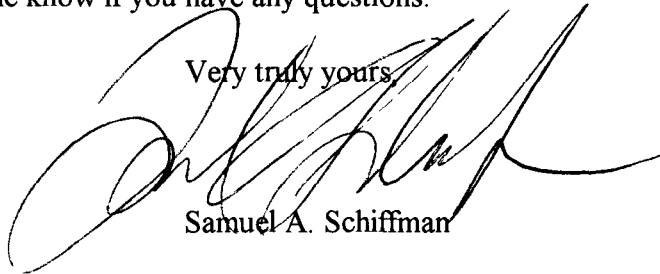
VIA FEDERAL EXPRESS

RE: Request for Information Pursuant to Section 104(e) of CERCLA for Allied
Paper/Portage Creek/Kalamazoo River Superfund Site in Kalamazoo and
Allegan Counties, Michigan

Dear Ms. Furey:

Enclosed are National Gypsum Company's responses to the Request for Information
dated March 4, 2003. Please let me know if you have any questions.

Very truly yours,



Samuel A. Schiffman

SAS/me

U.S. ENVIRONMENTAL
PROTECTION AGENCY
MAY 07 2003
OFFICE OF REGIONAL
COUNSEL

Attachment 1

INFORMATION REQUESTS

BACKGROUND STATEMENT

The party to whom this Information Request was directed, and the party answering the questions contained in the Information Request, is *New NGC, Inc., d/b/a National Gypsum Company* ("New NGC", or "Respondent"). New NGC was formed in 1993 and never owned or operated any facility in Kalamazoo, Michigan or in the vicinity of the Site. In 1993, after its formation, New NGC purchased certain assets from the company formerly known as National Gypsum Company ("Old NGC"). This asset purchase did not include any facilities or properties in Kalamazoo, Michigan or in the vicinity of the Site. Old NGC filed Chapter 11 bankruptcy on October 28, 1990 and a Plan of Reorganization in that proceeding (the "Plan") was confirmed March 9, 1993. On July 1, 1993, Old NGC changed its name to Asbestos Claims Management Corporation ("ACMC") and still exists solely for the purpose of managing claims relating to injury or damage allegedly caused by asbestos-containing products produced or sold by Old NGC, for which New NGC is not responsible.

New NGC has some records relating to divestiture of a small gypsum paper manufacturing plant which Old NGC owned and operated in or near Kalamazoo, Michigan, at 2305 King Highway (the "Kalamazoo Plant"). All information provided herein is based solely upon such records, supplemented with information from a former employee of the Kalamazoo Plant identified in the response to Request #1.

Fiber Furnish and Paper Production

1. Identify all persons consulted in the preparation of the answers to these Information Requests.

A: John Schiebergen, NGC Industries, Inc., 4811 US Highway 78 West,
Oxford, Alabama 32603

2. Identify all documents consulted, examined, or referred to in the preparation of the answers to these Requests, and provide copies of all such documents.

A: Documents consulted and from which information was gleaned for purposes of providing answers to these Requests are referred to in the responses and copies are attached where indicated.

3. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any Information Request, or who may be able to provide additional responsive documents, identify such persons.

A: No one known at this time.

4. Identify and generally describe each National Gypsum mill, as that term is defined in Attachment 5.

A: The Kalamazoo Plant of Old NGC was located at 2305 King Highway in Kalamazoo Township, Kalamazoo County, Michigan, on an approximately five (5) acre tract of land. Old NGC purchased the plant January 23, 1947. The plant produced gypsum wallboard liner paper for use by Old NGC in its own gypsum wallboard plants. From approximately 1974 until it closed in 1981, when operated at capacity, the plant was capable of producing approximately 51,000 tons of gypsum paper per year, though operations at least in the 1970's and until closing in 1981 were sporadic. No information or estimates regarding production capacity are available for periods prior to approximately 1974. By comparison, Old NGC's other paper mills operating during the time the Kalamazoo Plant was in operation had from 40% to 100% more capacity than the Kalamazoo Plant, so the Kalamazoo Plant was a relatively small operation by comparison.

Old NGC closed the plant periodically due to slow business. For example, during the period from 1974 to 1976, the plant only operated intermittently, and was shut down for months at a time. The plant was finally closed permanently in Fall 1981, and was sold February 19, 1986.

5. Identify all current and prior owners of each National Gypsum mill identified in response to Request #4. For each such owner or prior owner, further identify:

- a) the property owned;
- b) the dates of ownership;
- c) all evidence showing that the owner controls or controlled access to any portion of the property;
- d) all evidence that a hazardous substance, pollutant, or contaminant, was released or threatened to be released at or from the owner's property during the period of its ownership; and
- e) the nature of each transaction by which ownership of the mill was transferred from one party to another (*e.g.* stock purchaser, merger, asset sale, etc.)

A: See attached title documents collectively designated as **Exhibit 5**. There is no evidence in New NGC, Inc.'s files indicating whether any hazardous substance, pollutant or contaminant was ever released or threatened to be released at or from the property during any period of ownership, including but not limited to Old NGC's ownership.

6. Identify all current and prior operators, including lessors, of each National Gypsum mill identified in response to Request #4, or any portion thereof. For each such operator, further identify:

- a) the property at which it conducts or conducted operations;
- b) the dates of operation;
- c) the nature of the operator's operations;
- d) all evidence that the operator controls or controlled access to the property or any portion thereof; and
- e) all evidence that a hazardous substance, pollutant, or contaminant was released or threatened to be released at or from the portion of the property at which the operator conducts or conducted operations.

A: See answer to #5, above.

7. Identify each source or potential source of the release of hazardous substances, pollutants, or contaminants (*e.g.* polychlorinated biphenyls or "PCBs") from the National Gypsum mill including, without limitation:

- a) discharges of total suspended solids ("TSS") in wastewater;
- b) erosion from waste disposal areas located at the National Gypsum mill or elsewhere (*e.g.* landfill areas) used for the disposal of wastes generated at the National Gypsum mill;
- c) exceedances of TSS loading limits established by the State of Michigan and/or U.S. EPA;
- d) dewatering lagoon areas located at the National Gypsum mill;
- e) storm sewer leaks and discharges;
- f) sewer line leaks and discharges; and
- g) machine, transformer or other equipment leaks and discharges.

A: Beginning at some time prior to 1974, the Kalamazoo Plant had a Clarifier (Infilco brand) on the property to serve as primary water treatment. Solids from the Clarifier were reused in the papermaking process. Clear water from the Clarifier went back into the plant for felt showers. Excess clarified water was discharged, from approximately 1967, to the Kalamazoo Wastewater Treatment Plant. There are no records which New NGC, Inc. has which provide any information about discharges of TSS, erosion from waste disposal areas, exceedances of TSS loading limits or equipment leaks and discharges of any type.

8. Identify any data, analyses or other information regarding the nature and quantity of hazardous substances released from each source or potential source you identified in response to Request #7, above. To the greatest extent possible, identify any such data, estimates, analyses or other information on an annual basis from 1954 through 1989.

A: Not available. See answer to #7, above.

9. For the period 1954 to 1989, identify for each year the types and amounts of fiber furnish used at each National Gypsum mill in tons. Fiber furnish may include, but is not limited to, old corrugated container (OCC); double-lined kraft (DLK); paperboard; mixed waste paper; fine paper, bond, ledger, envelopes; old newsprint (ONP); pulp substitutes (specify type and source), purchased secondary fiber pulp (specify source); and virgin pulp (specify type).

A: From approximately 1974 until the Kalamazoo Plant closed in 1981, Old NGC used ONP, magazines, OCC, DLK and flyleaf. New NGC has no information or records indicating the type of furnish used prior to 1974. Other sources of fiber furnish were too expensive as a raw material for the type of product being produced at the Kalamazoo Plant.

10. For the period 1954 to 1989 and for each National Gypsum mill, identify the types and amounts of paper products produced annually in tons.

A: During the period from approximately 1974 until it closed in 1981, the Kalamazoo Plant was capable of producing approximately 51,000 tons of gypsum liner paper annually, including creamface and grayback. Actual production was, for many years of those years, less than that as the plant ran sporadically during that time.

11. For each paper product identified in response to Request #10, identify calculated shrinkage (*i.e.*, yield on fiber furnish) for each paper product on an annual basis. If not available, identify typical or estimated shrinkage for each paper product.

A: From approximately 1974 until the Kalamazoo Plant closed in 1981, estimated average yield for the paper products produced at the Kalamazoo Plant, when the plant operated, was in the range of 90%±.

12. Identify, for each National Gypsum mill, the annual operating days per year.

A: Normal operation at capacity was approximately 340 days per year. Actual average operating days per year from approximately 1974 until closure in the Fall of 1981 would have been substantially less than that.

13. For the period 1954 through 1971, identify the dates (month and year) and amounts in pounds of NCR paper broke that you purchased directly or otherwise obtained from any of the sources listed in Attachment 2, or from any other NCR paper coating facility.

A: There are no indications in the records of or information available to New NGC that the Kalamazoo Plant purchased NCR paper broke. As indicated above, normal furnish would have been comprised of ONP, magazines, OCC, DLK and flyleaf.

14. For the period 1954 through 1971, identify the dates (month and year) and amounts in pounds of NCR paper broke and/or NCR paper converter trim that you purchased or otherwise obtained directly from or through any waste paper broker listed in Attachment 3, or from any other person. Identify, to the extent possible, the name and address of the waste paper broker or other person from whom the NCR paper broke and/or NCR paper converter trim was obtained or purchased.

A: See answer to Request #13, above.

15. For the period 1954 through 1989, identify the dates (month and year) and amounts in pounds of post-consumer waste paper that you purchased or otherwise obtained directly from or through any waste paper broker listed in Attachment 3, or from any other person. To the extent possible, identify the name and address of the waste paper broker or other person from whom the post-consumer waste paper was purchased or otherwise obtained.

A: Unknown.

16. To the extent available and not otherwise identified in response to Requests #14-15 above, identify the current names, addresses and phone numbers for all waste paper brokers or other person from whom you purchased or otherwise obtained any type of secondary fiber during the period 1954 to 1989.

A: Unknown.

Process Water Management: Wastewater Treatment: Wastewater Sludge Disposal

17. For the period 1954 to 1989 and for each National Gypsum mill, identify the dates (month and year) when save-alls were installed and/or upgraded on each paper machine at the mill.

A: There was a save-all located at the Kalamazoo Plant but since at least 1974, and it is believed for some time prior thereto, it was not used for cleaning wastewater prior to discharge from the plant. No information concerning use of the save-all is available prior to that time.

18. For each save-all identified in response to Request #17, specify the type of each save-all and the estimated efficiency of fiber recovery in per cent.

A: The manufacturer of the save-all at the Kalamazoo Plant was Sveen Pedersen. The estimated efficiency of fiber recovery in per cent is unknown.

19. For the period 1954 to 1989 and on an annual basis, identify the volume and disposition of each of the wastewater streams generated at each National Gypsum mill

(e.g., discharged directly to a receiving water with or without treatment; discharged indirectly through a municipal sewerage system; or discharged to an off-site industrial wastewater treatment system), including but not limited to:

- . Pulp and/or drinking wastewaters
- . Paper machine whitewaters
- . Other process and non-process wastewaters (Identify.)

(Reported volumes of the process wastewaters should be specified in either gallons per minute (gpm), gallons per day (gpd), or million gallons per day (mgd).)

A: New NGC has no information concerning volumes of wastewater streams at the Kalamazoo Plant. During periods prior to approximately 1967, when the connections for discharges to the City of Kalamazoo Wastewater Treatment Facility were constructed, Old NGC apparently discharged some process wastewater to the Kalamazoo River. See the attached **Exhibit 19**. These streams were comprised of water from the boiler makeup water system and boiler blow-down; sanitary water discharges; and process wastewater (which was clarified water after the late 1970's). There is no information that would indicate that there were any discharges to the Kalamazoo River after approximately 1967, once the connections to the City's treatment facility were completed.

20. For the period 1954 to 1989 and on an annual basis, for each of the process wastewater streams identified in response to Request #19, identify the type(s) of on-site wastewater treatment, if any, provided (e.g., settling lagoons, primary treatment in clarifiers, secondary biological treatment; advanced wastewater treatment). Provide schematic diagrams of the wastewater treatment facilities and monthly wastewater treatment system operating data for bypassed flow (i.e., untreated or partially treated wastewaters), treated effluent flow and untreated and treated wastewater total suspended solids (TSS) concentrations and mass discharges (e.g., pounds per day).

A: See answer to #7 above. The Clarifier was produced by Infilco and was approximately 65 feet in diameter. The location of the Clarifier is shown on a survey of the property, attached hereto as **Exhibit 20**. No schematic diagrams are available.

21. For the period 1971 to 1989 and on an annual basis, identify the amount in dry tons of wastewater treatment sludge generated at each National Gypsum mill and the disposition of the sludge (e.g., disposed in on-site or off-site landfills).

A: The Kalamazoo plant did not generate "wastewater treatment sludge". The plant did not have the space or land area for secondary or biological treatment or advanced wastewater treatment, from which wastewater treatment sludge would be generated.

22. Identify the name and location of any facility used for the disposal of wastewater treatment sludge generated at each National Gypsum mill.

A: See answer to #21, above.

23. Identify any data, analyses or other information regarding potential erosion of waste materials from any lagoon, landfill or other disposal facility identified in your response to Requests # 19-22.

A: None.

Information Regarding PCBs

24. For each National Gypsum mill, provide copies of all reports, data or other records showing PCB concentrations in the following materials:

Fiber furnishes used at the mill

Paper products produced at the mill

Untreated and treated wastewaters generated at the mill Wastewater treatment sludges generated at the mill

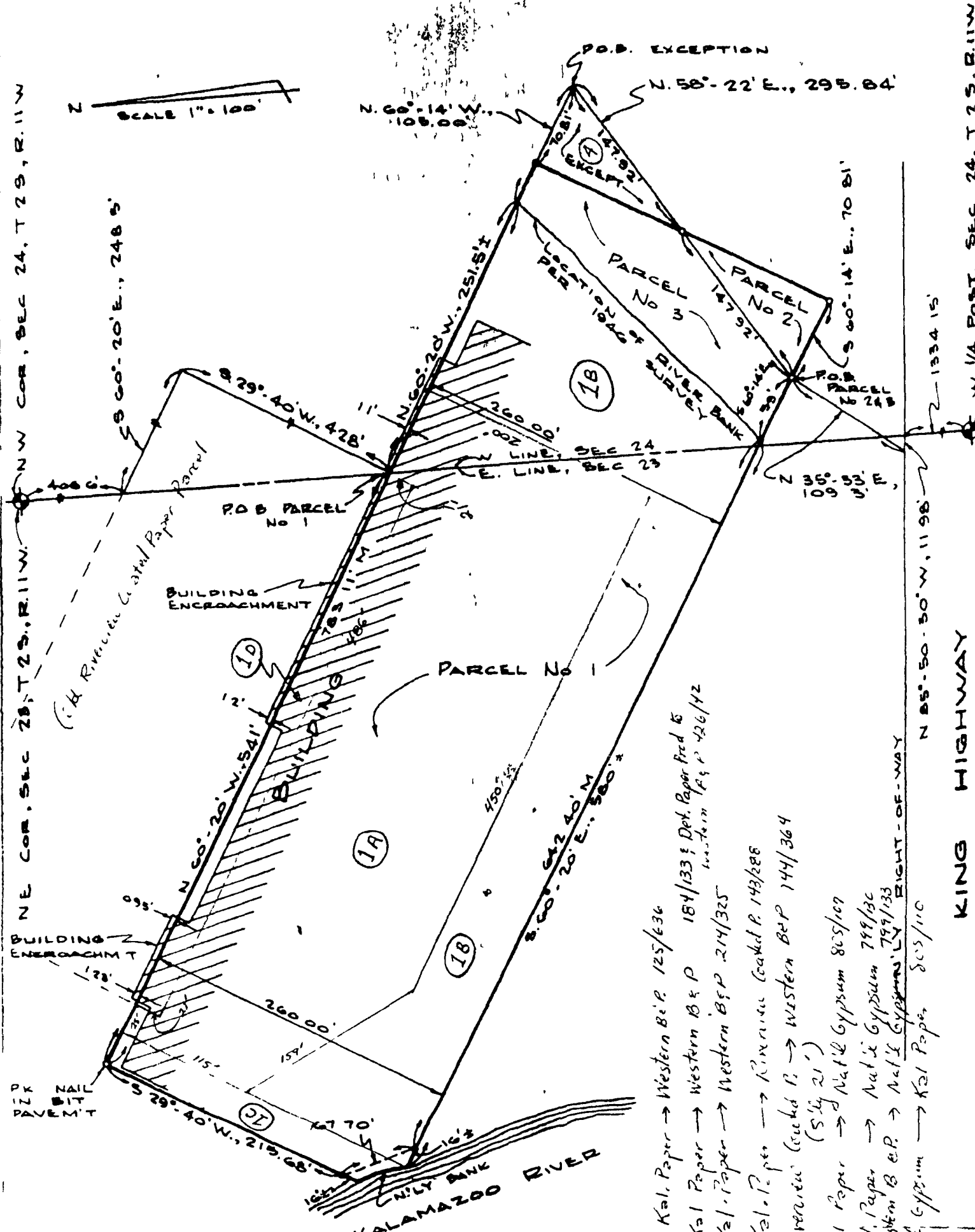
Atmospheric emissions from the mill

Machine, transformer or other oils used at the mill

A: No information concerning PCB concentrations in any of the listed materials at the Kalamazoo Plant is contained in New NGC's records. As indicated in the response to Request #21, the Kalamazoo Plant did not generate "wastewater treatment sludges".

25. Provide copies of all reports, data or other records in your possession, whether generated by National Gypsum or its consultants, generated by paper industry trade associations and/or research organizations, or generated by government agencies and organizations, showing PCB concentrations in the following materials: secondary fibers used as furnishes to secondary fiber pulp and paper mills; pulp substitutes; virgin pulps; any paper mill products, (*e.g.*, paper, paperboard, tissue); process wastewaters; wastewater treatment sludges; atmospheric emissions, or other materials associated with the pulp and paper industry.

A: None.



- 1A Kal. Paper → Western B.P. 125/636
- 1B Kal. Paper → Western B.P. 184/133 & Dep. Paper Fred G. Western Paper 426/42
- 1C Kal. Paper → Western B.P. 214/325
- 1D Kal. Paper → Riverine Cont'd P. 143/288
- Riverine (cont'd P. → Western B.P. 144/364 (Sly 21')
- 2 Kal. Paper → Nat'l Gypsum 805/107
- 3 Kal. Paper → Nat'l Gypsum 749/130
- Western B.P. → Nat'l Gypsum 749/133
- 4 Nat'l Gypsum → Kal. Paper 805/100

• - INDICATES FOUND IRON ROD OR CONC. MONUMENT
 ○ - INDICATES SET IRON ROD

M: MEASURE		FOR: THE NATIONAL GYPSUM C.	
Boundary Survey of a parcel of land in Sections 23 & 24, T. 2 S., R. 11 W., Township of Kalamazoo, County of Kalamazoo, Michigan.			
ACRO ENGINEERING & SURVEYING, INC.		REVISIONS	DATE 12-26-84
5136 LOVERS LANE KALAMAZOO, MICHIGAN			SHEET 1 OF 2

DEEDS - KAL.

LIBER 805 PG 107

QUIT - CLAIM DEED

SEP 22 3 31 PM '64
COUNTY OF KALAMAZOO
RECEIVED

SEP 22 3 30 PM '64
RECEIVED
COUNTY OF KALAMAZOO

THIS INDENTURE, made the 19th day of Aug, 1964, between KALAMAZOO PAPER COMPANY, a Michigan Corporation, of 2210 E. Michigan Avenue, Kalamazoo, Michigan, of the first part, and NATIONAL GYPSUM COMPANY, a Delaware Corporation, of King Highway, Kalamazoo, Michigan of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of ONE (\$1.00) DOLLAR and other valuable consideration, to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release and forever QUIT-CLAIM unto the said party of the second part, and to its successors and assigns, FOREVER, all that certain piece or parcel of land situated in the Township of Kalamazoo, County of Kalamazoo, State of Michigan, known and described as follows:

Commencing on the West line of Section 24, Town 2 South, Range 11 West, 1,334.15 feet North of the West 1/4 post of said Section; thence North 85 degrees 50 minutes and 30 seconds West, 11.98 feet; thence North 35 degrees and 33 minutes East, 109.3 feet for the place of beginning; thence South 60 degrees 14 minutes East 70.81 feet, thence Northeasterly to a point which is 147.92 feet north 58 degrees 22 minutes East from place of beginning, thence south 58 degrees 22 minutes West to the place of beginning.

Subject to any and all conditions, restrictions, easements and limitations of record.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the said described premises to the said party of the second part, and to its successors and assigns, to the sole and only proper use, benefit and behoof of the said party of the second part, and its successors and assigns, FOREVER.

IN WITNESS WHEREOF, the said corporation, party of the first part, has caused these presents to be signed and sealed with its corporate seal the day and year first above written.

In the Presence of:

KALAMAZOO PAPER COMPANY, a Michigan corporation

J. M. Causey
J. M. Causey
Leon R. Sparks
Leon R. Sparks

By James A. Wise
James A. Wise
Its President

By F. B. Curtenius
F. B. Curtenius
Its V. P. + Sec.



Triangle E end of prop. ("A" on sketch)
acq. in exch. for parcel "B"

STATE OF MICHIGAN)
County of Kalamazoo) ss.

On this 19 day of August, 1964, before me,
a Notary Public in and for said County, appeared James A. Wier
and F. B. Cortenier
to me personally known, who, being by me duly sworn, did each for
himself say that they are respectively the President
and Vice President & Secretary of the Kalamazoo Paper Company, the
corporation named in and which executed the within instrument, and
that the seal affixed to said instrument is the corporate seal of
said corporation, and that said instrument was signed and sealed in
behalf of said corporation by authority of its Board of Directors;
and said President and Vice President & Secretary
each acknowledged said instrument to be the free act and deed of
said corporation.



Walter J. Bfll

Notary Public, Kalamazoo County, Michigan

My comm. exps: _____

WALTER J. BFLL
Notary Public, Kalamazoo County, Mich.
My Commission Expires Sept 13, 1965

Prepared by:
Howard & Howard
Attorneys at Law
303 Kalamazoo Bldg.
Kalamazoo, Michigan

RECORDED IN DEEDS

(Old River Channel) LIBER 799 PG 133

QUIT-CLAIM DEED—SHORT—893 —(Rev. 5-60)
(PHOTO COPY FORM) DOUBLEDAY BROS. & CO. KALAMAZOO, MICH.Recorded.....
at.....o'clock.....
Liber.....of Deeds, Page.....

Register of Deeds

This Indenture, made October 25 1963
BETWEEN WESTERN BOARD AND PAPER COMPANY, a dissolved
Michigan corporation by the surviving directors of
the Board of Directors,
of the first part,
and 1 NATIONAL GYPSUM COMPANY, a Delaware corporation,
King Highway, Kalamazoo, Mich.
of the second part,

Witnesseth, That the said party of the first part, for and in consideration of the sum of ONE DOLLAR and
other Good and Valuable Consideration to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and
acknowledged, does by these presents grant, bargain, sell, remise, release and forever QUIT-CLAIM unto the said party of the second part, and
its successors
to his heirs and assigns, FOREVER, all that certain piece or parcel of land situated in the Township of
Kalamazoo in Kalamazoo County, and State of Michigan, and described as follows:

Commencing on the West line of Section 24, Town 2 South, Range 11 West,
1,334.15 feet North of the West $\frac{1}{4}$ post of said Section; thence North 85
degrees 50 minutes and 30 seconds West, 11.98 feet; thence North 35
degrees and 33 minutes East, 109.3 feet for the place of beginning of
the land hereinafter described; thence North 58 degrees and 22 minutes
East, 295.84 feet; thence North 60 degrees and 14 minutes West, 105 feet
to the Northwesternly bank of the former location of the Kalamazoo River
(said point also being the Northeastly corner of land deeded to the
National Gypsum Co., in Liber 533 on Page 196, January 23, 1947); thence
Southwesterly along the said Northwesternly bank of the former location
of the Kalamazoo River to a point that is North 60 degrees 14 minutes
West, 59 feet from the place of beginning (said point also being the
Southeasterly corner of land described in the aforementioned deed);
thence South 60 degrees and 14 minutes East, 59 feet to the place of
beginning.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining To Have and to Hold the
said premises to the said party of the second part, and to its heirs and assigns, to the sole and only proper use, benefit and behoof of the said
party of the second part ~~its successors and assigns, Forever.~~ its successors and assigns, Forever.

(When applicable, pronouns and relative words shall be read as plural, feminine or neuter, respectively.)

In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

Signed, Sealed and Delivered in Presence of

WESTERN BOARD AND PAPER COMPANY, a dissolved
Michigan Corporation

Janet L. Baas

By Leon Slavin

Joan C. Spirelli

William Slavin

Jean Slavin

Its surviving directors

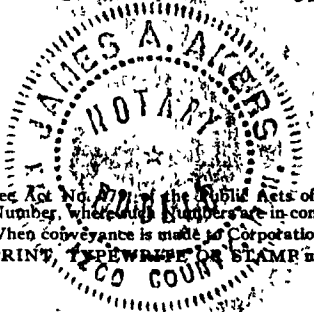
STATE OF MICHIGAN,) SS.

COUNTY OF KALAMAZOO

On October 25, 1963

, before me, a Notary Public, in and for said County, personally appeared

Leon Slavin, William Slavin and Jean Slavin
to me known to be the same person ☒ described in and who executed the within instrument, who
acknowledged the same to be their free act and deed.



James A. Akers
Notary Public,
Kalamazoo County, Michigan,
My commission Expires Aug. 20, 1967, 19

1 See Act No. 27 of the Public Acts of 1941, requiring the address of each of the Grantees in each Deed of Conveyance or Assignment of Real Estate, including the Street Number, where such numbers are in common use, or, if not, the Post-office addresses shall be legibly printed, typewritten, or stamped in such instrument.
2 When conveyance is made to Corporation or Partnership, the following may be inserted, "its successors", and draw a line through the word "heirs."
* PRINT, TYPEWRITE OR STAMP names of persons executing this instrument, also names of the Witnesses and Notary Public immediately underneath such signatures.

QUIT-CLAIM DEED

SHORT—(PHOTO COPY FORM)

TO

REGISTER'S OFFICE,

SS.

COUNTY OF.....

Received for Record the.....

day of..... A D 19.....

at..... o'clock..... M, and recorded in

Vol..... of Deeds, on Page.....

Register of Deeds

DEEDS - KAL

LIBER 739 PG 130

QUIT-CLAIM DEED FOR CORPORATION.

1404



This Indenture,

(Old River Channel)
Made the 30th day of April

in the year of our Lord one thousand nine hundred and sixty-three

BETWEEN KALAMAZOO PAPER COMPANY

of the City of Kalamazoo

County of Kalamazoo

State of Michigan, a corporation organized and existing under

and by virtue of the laws of the State of Michigan, party of the first part, and NATIONAL GYPSUM

COMPANY, a Delaware Corporation

part y of the second part,

King Highway, Kalamazoo, Mich.

Witnesseth, That the said party of the first part, for and in consideration of the sum of
ONE AND NO/100-- -- -- -- -- Dollars

to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and

acknowledged, does, by these presents, grant, bargain, sell, remise, release and forever QUIT-CLAIM unto the

said part y of the second part, and to its successors and ~~heirs and assigns~~ *heirs and assigns*, Forever, All

that certain piece or parcel of land, situated in the Township of

Kalamazoo County of Kalamazoo and State of Michigan,

known and described as follows:

Commencing on the West line of Section 24, Town 2 South, Range 11 West, 1,334.15 feet North of the West $\frac{1}{4}$ post of said Section; thence North 85 degrees 50 minutes and 30 seconds West, 11.98 feet; thence North 35 degrees and 33 minutes East, 109.3 feet for the place of beginning of the land hereinafter described; thence North 58 degrees and 22 minutes East, 295.84 feet; thence North 60 degrees and 14 minutes West, 105 feet to the Northwesterly bank of the former location of the Kalamazoo River (said point also being the Northeasterly corner of land deeded to the National Gypsum Co., in Liber 533 on Page 196, January 23, 1947); thence Southwesterly along the said Northwesterly bank of the former location of the Kalamazoo River to a point that is North 60 degrees 14 minutes West, 59 feet from the place of beginning (said point also being the Southeasterly corner of land described in the aforementioned deed); thence South 60 degrees and 14 minutes East, 59 feet to the place of beginning.

Richard J. Janssen
REGISTER OF DEEDS

STATE OF MICHIGAN
COUNTY OF Kalamazoo
OCT 31 1 01 PM '63

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: **To Have and to Hold** the said Kalamazoo Paper Company, a Michigan corporation to the said party of the second part, and to its successors ~~here~~ and assigns, to the sole and only proper use, benefit and behoof of the said party of the second part, its successors ~~here~~ and assigns, forever.

In Witness Whereof, the said corporation, party of the first part, has caused these presents to be signed in its name by its and sealed with its corporate seal, the day and year first above written.

Signed, Sealed and Delivered in Presence of

John C. Howard
John C. Howard
Harriet Bahls
Harriet Bahls

KALAMAZOO PAPER COMPANY, a Michigan corporation

by *James A. Wise*
* ~~James A. Wise~~ James A. Wise

Its *President*

and *F. B. Curtenius*
* F. B. Curtenius

Its *Secretary*

STATE OF MICHIGAN, } ss.
COUNTY OF Kalamazoo

On this 30th day of April in the year of our Lord one thousand nine hundred and sixty three before me, a Notary Public in and for said County appeared James A. Wise and F. B. Curtenius to me personally known, who, being by me duly sworn, did each for himself say that they are respectively the President and Secretary of Kalamazoo Paper Company, a Michigan Corporation, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said James A. Wise and F. B. Curtenius, each acknowledged said instrument to be the free act and deed of said corporation.

* *Harriet Bahls*
Harriet Bahls

Notary Public, Kalamazoo County, Michigan.
My commission expires December 8 1964

NOTE

If more than one officer acknowledges, insert at 1 "each for himself" and at 2 "they are respectively."

* PRINT, TYPEWRITE OR STAMP names of persons executing this instrument, also names of the Witnesses and Notary Public immediately underneath such signatures.

1404

QUIT-CLAIM DEED FOR CORPORATION

TO

REGISTER'S OFFICE, } ss.
COUNTY,

Received for Record the

day of A. D. 19

at o'clock M., and recorded

in Liber of Deeds, on page

Register of Deeds.

John C. Howard

DEEDS - KALAMAZOO

Wm. Kalamazoo
Western Board Paper Co.

LIBER 533 PAGE 200

QUIT-CLAIM DEED

THIS INDENTURE, Made the 23rd day of January, in the year of our Lord one thousand nine hundred and forty-seven,
Between WESTERN BOARD AND PAPER COMPANY, a Michigan corporation, with its principal office and place of business in the Township of Kalamazoo, County of Kalamazoo and State of Michigan, a corporation organized and existing under and by virtue of the laws of the State of Michigan, party of the first part, and NATIONAL GYPSUM COMPANY, a Delaware corporation with its principal place of business in the City of Buffalo, New York, and with its mailing address Buffalo 2, New York, party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does, by these presents, grant, bargain, sell, remise, release and forever QUIT-CLAIM unto the said party of the second part, and to its successors and assigns, FOREVER, All those certain pieces or parcels of land, situated in the Township of Kalamazoo, County of Kalamazoo and State of Michigan, and more particularly described as follows; to wit:

A parcel of land located in the North fractional part of the Northwest fractional quarter of Section Twenty-four (24), Town Two (2) South, Range Eleven (11) West, and in the North fractional part of the Northeast fractional quarter of Section Twenty-three (23), Town Two (2) South, Range Eleven (11) West, and more particularly described as follows:

Commencing at the Northeast corner of Section Twenty-three (23) and running thence South along the east line thereof four hundred six and six tenths (406.6) feet, thence South sixty (60) degrees Twenty



(20) minutes east two hundred and forty-eight and five tenths (248.5) feet, thence south twenty-nine (29) degrees forty (40) minutes west four hundred twenty-eight (428) feet for the place of beginning of the land hereinafter described and running thence north sixty (60) degrees twenty (20) minutes west five hundred forty-one (541) feet (said last course being the northerly line of the land hereby described), thence south twenty-nine (29) degrees forty (40) minutes west about two hundred fifteen and sixty-eight hundredths (215.68) feet to the northerly bank of the Kalamazoo River, thence southeasterly along the bank of said river to a point two hundred sixty (260) feet southwesterly as measured at right angles to the north line of the land herein described, thence south sixty (60) degrees twenty (20) minutes east about five hundred eighty (580) feet to the northwesterly bank of said river, thence northeasterly along the northwesterly bank of said river to a point south sixty (60) degrees twenty (20) minutes east from the place of beginning, thence north sixty (60) degrees twenty (20) minutes west about two hundred fifty-one and five tenths (251.5) feet to the place of beginning.

Subject to reservations, rights and privileges and including conveyance hereby of rights and privileges, all to the extent reserved and/or granted under the provisions of the Warranty Deed under which Western Board and Paper Company acquired title to the aforesaid lands and premises, which Deed bears date November 21, 1941, and appears of record in the office of the Register of Deeds for the County of Kalamazoo in Liber 426 of Deeds, at page 42.

And meaning to include and cover all the plants, buildings, offices, furnaces, fixtures, power plants, pumping plants, boiler houses, engine houses, engines, boilers, machinery, belting, shafting, cranes, bridges, ovens, tanks, foundries, machine shops, railroad tracks, industrial tracks, side tracks and sidings, switches, and switching rights and privileges, elevators, conveyors, pipes, and fittings, appurtenances, tools, implements and appliances of every description, now owned or hereafter acquired by the grantors and which are now or hereafter may be situated upon a part of or appurtenant to any of the lands and properties subject to this Indenture.

Together with all riparian rights appurtenant to said land, or any part thereof, and all rights of flowage and water rights now belonging to the grantors and appurtenant to any land subject to this Indenture.

Together with the interest of the grantors in the roads, streets, ways, alleyways, passages, waters, and water courses running through, under or over, and the

easements, advantages, rights, privileges, liberties, hereditaments, and appurtenances whatsoever belonging or in any way appertaining unto, any and every of the premises and estates hereby granted and conveyed, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, use, possession, claims and demands of every nature whatsoever of the grantors, as well at law as in equity, of, in, and to the same and every part and parcel thereof.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the said premises as herein described to the said party of the second part, and to its successors and assigns, to the sole and only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever.

IN WITNESS WHEREOF, The said corporation, party of the first part, has caused these presents to be signed in its name by its President and its Secretary, and sealed with its corporate seal, the day and year first above written.

Signed, Sealed and Delivered)
in Presence of,

Guy I. Colby
Guy I. Colby

Don B. Sharpe
Don B. Sharpe

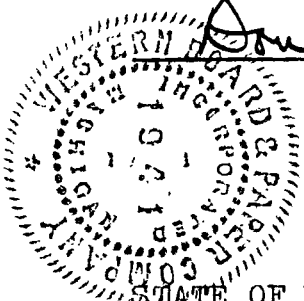
WESTERN BOARD AND PAPER COMPANY,
a Michigan corporation.

By Leon A. Slavin
Leon A. Slavin,

Its President,

and William Slavin
William Slavin,

Its Secretary.

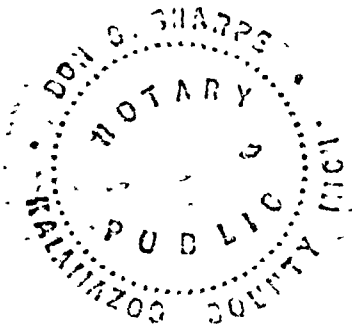


STATE OF MICHIGAN)
(SS.
COUNTY OF KALAMAZOO)

On this 28th day of January in the year of our Lord one thousand nine hundred and forty-seven before me, a Notary Public in and for said County appeared LEON A. SLAVIN and WILLIAM SLAVIN to me personally known, who, being by me duly sworn, did

LIBER 533 PAGE 203

each for himself say that they are respectively the President and the Secretary of WESTERN BOARD AND PAPER COMPANY, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said LEON A. SLAVIN and WILLIAM SLAVIN acknowledged said instrument to be the free act and deed of said corporation.



Don B. Sharpe
Don B. Sharpe

Notary Public, Kalamazoo County, Michigan.

My commission expires March 18 - 1948.

Recorded 27th Feb. A.D. 1947
11-31
Flora Harrison
Register of Deeds

2 P. B. & M. Co.

QUIT-CLAIM DEED

WESTERN BOARD AND PAPER COMPANY

to

NATIONAL GYPSUM COMPANY ✓

STATE OF MICHIGAN

Kalamazoo County

Received for record this 27th
day of February A. D. 1947

at 11-31 o'clock A. M. and Recorded

in Liber 533 of Deeds on page 200

Flora Garrison

Register of Deeds for said County

SHARPE & STAPLETON

ATTORNEYS AT LAW

KALAMAZOO NATIONAL BUILDING

KALAMAZOO 9, MICHIGAN

DEEDS - KALAMAZOO
Kalamazoo
Leon A. Wm Slavin

LIBER 533 PAGE 196

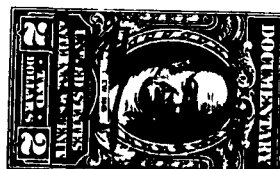
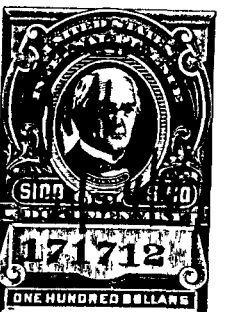
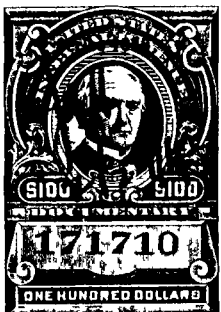
WARRANTY DEED

THIS INDENTURE, Made this 28th day of January, in the year of our Lord one thousand nine hundred and forty-seven, Between LEON A. SLAVIN and DOROTHY G. SLAVIN, his wife, and WILLIAM SLAVIN and JEAN M. SLAVIN, his wife, all resident of the City of Kalamazoo, Michigan, as parties of the first part, and NATIONAL GYPSUM COMPANY, a Delaware corporation with its principal place of business in the City of Buffalo, New York, and with its mailing address Buffalo 2, New York, party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Dollar and other good and valuable considerations to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, do by these presents grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, and its successors and assigns, FOREVER, all those certain pieces or parcels of land situate and being in the Township of Kalamazoo, County of Kalamazoo and State of Michigan, and described as follows, to-wit:

A parcel of land located in the North fractional part of the Northwest fractional quarter of Section Twenty-four (24), Town Two (2) South, Range Eleven (11) West, and in the North fractional part of the Northeast fractional quarter of Section Twenty-three (23) Town Two (2) South, Range Eleven (11) West, and more particularly described as follows:

Commencing at the Northeast corner of Section Twenty-three (23) and running thence South along the east line thereof four hundred six and six-tenths (406.6) feet, thence south sixty (60) degrees twenty (20) minutes east two hundred and forty-eight and five-tenths (248.5) feet, thence South twenty-nine (29) degrees forty (40) minutes west four hundred twenty-eight (428) feet for the place of beginning of the land hereinafter described and running thence North sixty (60) degrees twenty (20) minutes west five hundred forty-one (541) feet (said last course being the northerly



line of the land hereby described), thence South twenty-nine (29) degrees forty (40) minutes west about two hundred fifteen and sixty-eight hundredths (215.68) feet to the northerly bank of the Kalamazoo River, thence Southeasterly along the bank of said river to a point two hundred sixty (260) feet southwesterly as measured at right angles to the north line of the land herein described, thence South sixty (60) degrees twenty (20) minutes east about five hundred eighty (580) feet to the northwesterly bank of said river, thence Northeasterly along the northwesterly bank of said river to a point south sixty (60) degrees twenty (20) minutes east from the place of beginning, thence North sixty (60) degrees twenty (20) minutes west about two hundred fifty-one and five-tenths (251.5) feet to the place of beginning.

Subject to reservations, rights and privileges and including conveyance hereby of rights and privileges, all to the extent reserved and/or granted under the provisions of the warranty deed under which Western Board and Paper Company acquired title to the aforesaid lands and premises, which deed bears date November 21, 1941, and appears of record in the office of the Register of Deeds for the County of Kalamazoo in Liber 426 of Deeds, at page 42.

And meaning to include and cover all the plants, buildings, offices, furnaces, fixtures, power plants, pumping plants, boiler houses, engine houses, engines, boilers, machinery, belting, shafting, cranes, bridges, ovens, tanks, foundries, machine shops, railroad tracks, industrial tracks, side tracks and sidings, switches and switching rights and privileges, elevators, conveyors, pipes, and fittings, appurtenances, tools, implements and appliances of every description, now owned or hereafter ✓ acquired by the grantors and which are now or hereafter may be situated upon a part of or appurtenant to any of the lands and properties subject to this Indenture.

Together with all riparian rights appurtenant to said land, or any part thereof, and all rights of flowage and water rights now belonging to the grantors and appurtenant to any land subject to this Indenture.

Together with the interest of the grantors in the roads, streets, ways, alleyways, passages, waters, and water courses running through, under, or over, and the easements, advantages, rights, privileges, liberties, hereditaments, and appurtenances whatsoever belonging or in any way appertaining unto, any and every of the premises

and estates hereby granted and conveyed, and the reversions and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, use, possession, claims and demands of every nature whatsoever of the grantors, as well at law as in equity, of, in, and to the same and every part and parcel thereof.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: TO HAVE AND TO HOLD the said premises, as herein described, with the appurtenances, unto the said party of the second part and to its successors and assigns, FOREVER. And the said Leon A. Slavin and Dorothy G. Slavin, his wife, and William Slavin and Jean M. Slavin, his wife, parties of the first part, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the above granted premises in fee simple; that they are free from all encumbrances whatever and they they will, and their heirs, executors and administrators shall WARRANT AND DEFEND the same against all lawful claims whatsoever, subject, however, to a certain real estate mortgage running to Manufacturers and Traders Trust Company, a corporation organized under the laws of the State of New York, with its principal office and place of business at 284 Main Street in the City of Buffalo, New York, which said mortgage appears of record in the office of the Register of Deeds for said County of Kalamazoo and which said mortgage and the indebtedness secured thereby said second party hereby assumes and agrees to pay.

IN WITNESS WHEREOF, the said parties of the first part

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have hereunto set their hands and seals the day and year first
above written.

Signed, Sealed and
Delivered in Presence Of:

Guy I. Colby
Guy I. Colby

Don B. Sharpe
Don B. Sharpe

Leon A. Slavin (L.S.)
Leon A. Slavin

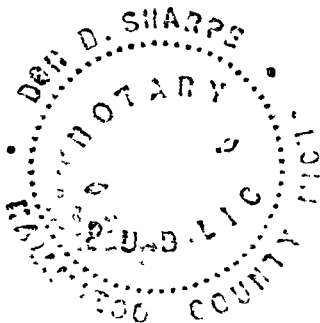
Dorothy G. Slavin (L.S.)
Dorothy G. Slavin

William Slavin (L.S.)
William Slavin

Jean M. Slavin (L.S.)
Jean M. Slavin

STATE OF MICHIGAN)
COUNTY OF KALAMAZOO) ss.

On this 23rd day of January, 1947, before me, a
Notary Public in and for said County personally appeared Leon A.
Slavin, Dorothy G. Slavin, William Slavin and Jean M. Slavin,
to me known to be the same persons described in and who executed
the within instrument, who severally acknowledged the same to be
their free act and deed.



Don B. Sharpe
Don B. Sharpe

Notary Public
Kalamazoo County, Michigan
My commission expires March 28-1948

OFFICE OF COUNTY TREASURER

Kalamazoo County, Kalamazoo, Mich. Feb 27 19 47
I, Herby Cortly, That there are no tax liens or
titles held by the State on the lands described below and that
there are no tax liens or titles held by individuals on
said lands for the five years preceding the 27 day
of Feb, 1947

This certificate does not apply on lands, if any, now in process
of collection by Townships or Village Collecting Officers.

Herby Cortly County Treasurer

27th Feb. 1947
11-30 AM
Flora Garrison
Register of Deeds

2 J. B. & M. Co

WARRANTY DEED

LEON A. SLAVIN et al. ✓
to ✓
NATIONAL GYPSUM COMPANY

REGISTER OF DEEDS OFFICE }
OF KALAMAZOO COUNTY, MICH. }

This instrument was received for
record February 27th 1947
at 11-30 o'clock A. M.
and recorded in Liber 533 of Deeds
on Page 196 as proper certificate
was furnished in compliance with Act No.
261 of Public Acts of 1931.

Chas. Harrison
REGISTER OF DEEDS

SHARPE & STAPLETON
ATTORNEYS AT LAW
KALAMAZOO NATIONAL BUILDING
KALAMAZOO 9, MICHIGAN

WARRANTY DEED

THIS INDENTURE, made this 21st day of November in the year of our Lord one thousand nine hundred and forty-one,

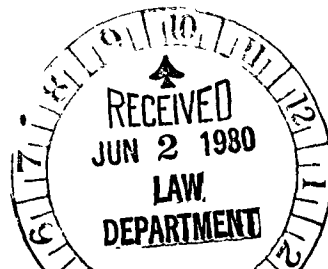
BETWEEN DETROIT PAPER PRODUCTS CORPORATION,
of the City of Detroit (Hamtramck), Michigan,
a Michigan corporation, party of the first part,
and WESTERN BOARD & PAPER COMPANY,
of the City of Kalamazoo, Michigan,
a Michigan corporation, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS, to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents, grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, and its successors and/or assigns, FOREVER, All that certain piece or parcel of land, situate and being in the City of Kalamazoo, County of Kalamazoo and State of Michigan, known and described as follows, to-wit:

Commencing at the Southerly corner of land heretofore conveyed by Kalamazoo Paper Co. to Riverview Coated Paper Co., said conveyance being recorded in Liber 143 of Deeds, on page 288; thence north 60 degrees 20 minutes west along the said southerly line 486 feet to westerly corner of said conveyed land; thence north 29 degrees 40 minutes east along said land 21 feet; thence north 60 degrees 20 minutes west 25 feet; thence south 29 degrees 40 minutes west 115 feet to a point 25 feet westerly and 25 feet southerly from the corner of the said first party's mill; thence south 28 degrees 6 minutes east 159 feet; thence south 60 degrees 20 minutes east parallel to first line 450 feet; thence north 29 degrees 40 minutes east 200 feet (crossing section line 61 feet from last corner); thence north 60 degrees 20 minutes west 76.5 feet to land of said Riverview Coated Paper Co.; thence south 29 degrees 40 minutes west 21 feet to place of commencing;

Subject, however, to the reservations, rights and privileges granted to the said Kalamazoo Paper Company and the Western Board and Paper Company, contained in a deed from said Kalamazoo Paper Company to said Western Board and Paper Company, dated September 29, 1908 and recorded in Liber 125 of Deeds on page 636;

Also strip of land 21 feet wide off and from the southwesterly side of land heretofore conveyed to Riverview Coated Paper Company by the Kalamazoo Paper Company, which conveyance is recorded in the Office of the Register of Deeds of Kalamazoo County in Liber 143 of Deeds, on page 288, said strip being 21 feet wide and 486 feet long; all of said land situate and lying in Sections 23 and 24 in



the aforesaid Township, County and State, subject, however, to the reservations, rights and privileges granted to the Riverview Coated Paper Company contained in a deed from said Riverview Coated Paper Company to the Western Board and Paper Company, dated February 13, 1909, and recorded in Liber 144 of Deeds, on page 564;

Also part of the northeast quarter of Section 23, T 2 S, R 11 W, and the northwest quarter of Section 24, T 2 S, R 11 W, commencing at the easterly corner of land deeded to the Western Board and Paper Company by Kalamazoo Paper Company by deed recorded in Liber 125, page 636; thence south 29 degrees 40 minutes west 200 feet to southerly corner of land described in said deed; thence north 60 degrees 20 minutes west 450 feet; thence north 28 degrees 6 minutes west 159 feet to westerly corner of land described in aforesaid deed; thence south 29 degrees 40 minutes west to northeasterly bank of Kalamazoo river; thence southeasterly along said bank to line drawn parallel to and 260 feet distant from present northeasterly boundary of aforesaid Western Board and Paper Company's land; thence south 60 degrees 20 minutes east along last mentioned line about 580 feet to northwesterly bank of Kalamazoo River; thence northeasterly along said bank to extension southeasterly of present northeasterly boundary of the Western Board and Paper Company's land; thence north 60 degrees 20 minutes west along last mentioned line about 175 feet to beginning, excepting right to the use of all Railroad tracks on said land and excepting all rights heretofore granted in lands so occupied by Railroad tracks, either to the Railroads occupying same or to the Riverview Coated Paper Company, also excepting driveway 30 feet wide along bank of said river to enable grantor to reach its land adjacent to the land herein deeded;

Also lying in Section 23, T 2 S, R 11 W, commencing at the northwesterly corner of property conveyed to the Western Board and Paper Company by Kalamazoo Paper Company as recorded in Liber 125, page 636; thence north 60 degrees 20 minutes west along northerly line of the Western Board and Paper Company's property extended 30 feet; thence south 29 degrees 40 minutes west to bank of Kalamazoo River; thence southerly along bank of river to where the westerly line of the present property intersects same; thence north 29 degrees 40 minutes east along westerly line of present property to beginning, intending to convey strip 30 feet in width paralleling the present westerly property line of the Western Board and Paper Company;

Also all rights of way to,¹⁰ from and over the lands of the Kalamazoo Paper Co., both by railroad and all other purposes incident to the enjoyment of the herein conveyed premises, as are described as being granted to the grantee under a certain deed recorded with the Register of Deeds for Kalamazoo County in Liber 214 of Deeds, page 325;

The party of the first part intends by this conveyance to convey all of the property interests and rights (including water privileges), whether by way of easement or otherwise, which were conveyed to it under a certain deed recorded in the Office of the Register of Deeds of Kalamazoo County in Liber 355 of Deeds on page 272;

Anything to the contrary contained herein notwithstanding, the conveyance of all of the aforescribed lands is expressly subject to all such reservations as appear in any of the deeds hereinabove described or otherwise of record, and the conveyance of all of the aforescribed lands is also expressly subject to all easements and restrictions of record.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining (including all buildings, structures, improvements and fixtures erected and located on the said lands and belonging to party of the first part); TO HAVE AND TO HOLD the said premises, as herein described, with the appurtenances, unto the said party of the second part, and to its successors and/or assigns, FOREVER.

And the said party of the first part, for itself and its successors, does covenant, grant, bargain, and agree to and with the said party of the second part, its successors and/or assigns, that at the time of the ensembling and delivery of these presents it is well seized of the above granted premises in Fee Simple; that they are, except as otherwise hereinabove stated, free from all encumbrances whatever and that it will and its successors shall forever Warrant and Defend the same against all lawful claims whatsoever.

This deed has been issued by party of the first part under and pursuant to a certain Decree heretofore entered on September 26, 1941 by the United States District Court for the Eastern District of Michigan, Southern Division, as supplemented by Order of the Court dated October 9, 1941, approving the terms of a certain Amended Bid dated October 8, 1941 heretofore made by Messrs. William and Leon Slavin for the purchase of the aforescribed properties of party of the first part, which Amended Bid was made in connection with proceedings presently pending for the reorganization of party of the first part as a corporation, under Chapter X of the Act of Congress Relating to Bankruptcy, as amended, cause number 27,511, United States District Court for the Eastern District of Michigan, Southern Division, all of the right, title and interest of Messrs. Leon and William Slavin under said Amended Bid having subsequently been assigned and transferred by them unto party of the second part.

Party of the second part acknowledges delivery to it of possession of all the aforescribed properties covered by this warranty deed, which properties are accepted in their present condition, party of the first part having made no warranty or representation, express or implied, of any kind as to the condition or adequacy of any of the property covered by this warranty deed.

IN WITNESS WHEREOF, the said DETROIT PAPER PRODUCTS CORPORATION has caused these presents to be signed in its name by its President and Secretary and sealed with its corporate seal, the day and year first above written.

Signed, sealed and delivered in presence of:

DETROIT PAPER PRODUCTS CORPORATION

Oscar A. Markus
Oscar A. Markus

By Harry Seinke
Harry Seinke
Its President

Herman A. August
Herman A. August

By A. M. Haigermoser
A. M. Haigermoser
Its Secretary

(CORPORATE SEAL)

STATE OF MICHIGAN }
COUNTY OF WAYNE } ss:

On this 21st day of November in the year of our Lord one thousand nine hundred and forty-one before me, a notary public in and for said county, appeared HARRY REINKE and A. M. HAIGERMOSER to me personally known, who being by me sworn, did each for himself say that they are respectively the President and Secretary of DETROIT PAPER PRODUCTS CORPORATION, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said Harry Reinke and A. M. Haigermoser acknowledged said instrument to be the free act and deed of said corporation.

Elsie L. Tompkins
Notary Public, County of Wayne
State of Michigan.
November 22, 1941

My commission expires:

OFFICE OF COUNTY TREASURER

Kalamazoo County, Kalamazoo, Mich. 11-22-1941
Hereby Certify That there are no taxes due or
payable by the State on the lands described below, except for the
years 1939 and 1940 subject to payment under Act 126 P.A.
as amended and that there are no taxes due
held by individuals on said lands for the five years pre-
ceding the 22 day of November, 1937
that the taxes for said period of five years are
except those years subject to payment under Act 126 of
as shown by the records of this office, as follows:

Extended	Yr.	Amt.	Yr.	Amt.
Taxes	19		19	
	19		19	
	19		19	

This certificate does not apply on taxes, if any, now in process of collection by township, city or village collecting officers.

Leonard H. Hart County Treasurer

Recorded 22nd day of NOV A. D. 1941
at 11-00 o'clock AM
Clara Garrison
Register of Deeds

Signed, sealed and delivered

in Presence of:

Marvin J. Schaberg

Thos A. O'Toole

(Corp)
(SEAL)

State of Michigan
County of Kalamazoo

ss. Apr. 12 1923

On this 12th day of April, A. D. 1923, before me, a Notary Public in and for said County, personally appeared GEORGE B. ROGERS, to me known, who, being by me duly sworn, did say that he is the cashier of the Kalamazoo National Bank, of Kalamazoo, Michigan, the banking corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of the Board of Directors as contained in a Resolution adopted by said Board on the 10th day of April, 1923; and said George B. Rogers acknowledged said instrument to be the free act and deed of said corporation.

Marvin J. Schaberg
Notary Public in and for Kalamazoo County, Michigan.
My commission expires June 1, 1924.

Kalamazoo Paper Co.

to

Western Board & Paper Company

Warranty Deed received for record April 21, A. D. 1923 at 11-30 o'clock
A. M.

Flora Garrison
Register.

This Indenture Made this 20th day of April in the year of our Lord one thousand nine hundred and twenty-three BETWEEN Kalamazoo Paper Company, a corporation organized and existing under and by virtue of the laws of the State of Michigan of the first part, and Western Board & Paper Company, a corporation organized and existing under and by virtue of the laws of the State of Michigan of the

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second part, Witnesseth, That the said party of the first part, for and in consideration of the sum of One Dollar and other valuable consideration to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, and its successors and assigns, Forever, all that certain piece or parcel of land situate and being in the Township of Kalamazoo County of Kalamazoo and State of Michigan, and described as follows, to-wit: Lying in Section twenty-three (23) in said Township and defined by the boundary lines as follows: Commencing at the northwesterly corner of property conveyed to the Western Board & Paper Company by the Kalamazoo Paper Co. as recorded in the office of the Register of Deeds for Kalamazoo County, in Liber No. 125, Page 636; thence north sixty (60) degrees, twenty (20) minutes west along the northerly line of the Western Board & Paper Co's property, extended thirty (30) feet; thence south twenty-nine (29) degrees forty (40) minutes west to the bank of the Kalamazoo River; thence southerly along the bank of the river to where the westerly line of the present property intersects the same; thence north twenty-nine (29) degrees forty (40) minutes west along the westerly line of present property to the place of beginning. Intending to convey a strip of land thirty (30) feet in width, paralleling the present westerly property line of the Western Board and Paper Company. Also the right of way to and from said premises over the lands of the Kalamazoo Paper Company, both by railroad and all other purposes incident to the full enjoyment of the herein conveyed premises. Reserving to first party, its successors and assigns, all rights of way and easements for railroad track, water pipes, sewers etc. now existing also excepting and reserving a driveway thirty (30) feet in width along the bank of said river to enable the grantor to reach its land adjacent to the lands of second party. The rights of way above referred to shall include wires for all purposes and right to water supply and sewage from and to the river, except that sewage of second party shall be discharged below the intake pipes of said first party. Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and to Hold the said premises, as herein described, with the appurtenances, unto the said party of the second part and to its heirs and assigns, Forever, And the said Kalamazoo Paper Company, party of the first part, for itself, its successors and assigns heirs, executors and administrators does covenant, grant, bargain and agree to and with the said party of the second part its successors, heirs and assigns, that at the time of the ensembling and delivery of these presents it is well seized of the above granted premises in fee simple; that they are free from all incumbrances whatever, and that it will, and its successors and assigns shall Warrant and Defend the same against all lawful claims whatsoever.

In Witness Whereof, The said party of the first part has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered
in Presence of

L. E. Gerrish

B. L. Smith

504 K.P.Co.

(Corp.)
(SEAL)

Kalamazoo Paper Co.

F. M. Hodge Pres.

A. E. Curtenius

Treas. & Secy

(L.S.)

(L.S.)

(L.S.)

State of Michigan }
County of Kalamazoo } ss.

4-21-23

On this 21st day of April in the year one thousand nine hundred and twenty-three before me, a Notary Public in and for said county, personally appeared F. M. Hodge and A. E. Curtenius, to me personally known, who being by me duly sworn did say that they were respectively the President and Secretary of the Kalamazoo Paper Company, a corporation organized and existing under and by virtue of the laws of the State of Michigan, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument is signed and sealed on behalf of said corporation by the authority of its Board of Directors and that each acknowledged said instrument to be the free act and deed of said corporation.

(Notary)
(Seal)

George T. Jubb
Notary Public, Kalamazoo Co. Mich.
My commission expires March 25, 1924.

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STATE OF MICHIGAN
WATER RESOURCES COMMISSION
NATIONAL GYPSUM COMPANY STIPULATION
TO PROTECT OXYGEN RESOURCES
OF THE
KALAMAZOO RIVER

WHEREAS, the Water Resources Commission, hereinafter referred to as the "Commission", by resolution adopted on April 27, 1961, has established the pro rata shares of allowable use of Kalamazoo River for disposal of organic oxygen consuming wastes by paper companies in the Kalamazoo, Parchment, Plainwell, and Otsego area and a time schedule for performance of steps to be taken by the several companies to attain their respective pro rata shares, said time schedule having been modified by resolution adopted by the Commission on November 30, 1961; and

WHEREAS, the pro rata share of allowable use allocated by the Commission to the National Gypsum Company, a Delaware Corporation, its successors or assigns, hereinafter referred to as the "Company", as established at the Commission's April 27, 1961 meeting, is 1,200 pounds

out of 37,550 pounds of 5-day biochemical oxygen demand daily which proportionate share is acceptable to the Company; and

WHEREAS, the Commission and Company desire to fix a time schedule and prescribe procedures whereby the Company will restrict its waste loading to the Kalamazoo River to its pro rata share.

NOW THEREFORE IT IS HEREBY STIPULATED AND AGREED between the Company and the Commission as follows:

1. Commencing June 1, 1966 and continuing thereafter subject to unavoidable delay as provided in Paragraph 3 C herein, the Company will restrict or cause to be restricted, the content of oxygen consuming substances as measured by the 5-day biochemical oxygen demand in all wastes discharged to the Kalamazoo River from its paper manufacturing operations to 1,200 pounds daily or to such larger amounts at such times as may be prescribed by the Chief Engineer of the Commission.
2. On or before July 1, 1963, the Company will certify to the Commission its decision to proceed either jointly with others or independently in the treatment of its industrial wastes.

- A. In the event the Company certifies to the Commission that it has decided to proceed jointly with others in the treatment of its industrial waste, the Company shall on or before ^{OCT} July 1, 1963, submit the following information so as to place the Commission in a position to independently determine that the joint venture time schedule will restrict the Company's loadings to 1,200 pounds of 5-day biochemical oxygen demand daily by June 1, 1966:
- a. Names of all parties to the joint venture.
 - b. Contracts or other evidence that a binding agreement between all parties to the joint venture has been reached. In the absence of such contracts or other evidence, the date when agreement is to be reached.
 - c. The conditions under which waste treatment service to the Company can be terminated.
 - d. If public financing is required in whole or in part to provide capital outlay:
 - 1. The public referendum requirements.
 - 2. The date when public referendum will be held.

3. The result of any referendum held.
 4. Alternate plans for financing capital outlay if outcome of public referendum is unsuccessful.
 - e. Name of engineering firm acceptable to all parties to the joint venture who has been engaged with authority to proceed with the preparation of complete construction plans and specifications for the project.
- B. If upon consideration of the Company's disclosures, the Commission determines that the joint venture will not reduce the Company's daily waste loadings to 1,200 pounds of 5-day biochemical oxygen demand by June 1, 1966, the Commission reserves the right, following due notice of its decision, to direct the Company to submit on or before ^{AUG}~~May~~ 1, 1964 to the Chief Engineer of the Commission complete construction plans and specifications for the necessary waste treatment facilities by which the Company will restrict its waste loading to 1,200 pounds of 5-day biochemical oxygen demand daily.
3. Following certification by the Company of its decision to proceed independently or jointly with

others, the Company will:

- A. On or before ^{ALF} ~~May~~ 1, 1964, submit or cause to be submitted to the Chief Engineer of the Commission complete construction plans and specifications for facilities by which it will, acting either independently or jointly with others, restrict its waste loading to 1,200 pounds of 5-day biochemical oxygen demand daily.
- B. On or before July 1, 1964, certify to the Commission the date upon which it will start or cause to be started construction of said facilities in accordance with the aforesaid constructions plans and specifications.
- C. On or before May 1, 1966, the Company will complete or cause to be completed the construction of facilities in accordance with plans previously submitted to the Chief Engineer of the Commission. If the Company shall be unable to perform any of its obligations under this stipulation by reason of fire, strike, war or damage by the elements or of any unavoidable casualty,

acts of God or force majeure, the time of completing such obligations shall be extended for a period equal to the period of delay caused by or attributable to such fire, strike, war or damage by the elements or unavoidable casualty, acts of God or force majeure.

IT IS FURTHER MUTUALLY AGREED that in the event the Company fails to meet timely any of the provisions of this Stipulation, the Commission may, following notice to the Company of such default, enter without further notice or hearing a Final Order of Determination incorporating the provisions of this Stipulation and requiring compliance with the uncompleted terms of this Stipulation.

IT IS FURTHER STIPULATED AND AGREED that in addition to the foregoing provisions, the Company agrees to continue to meet the requirements of the Final Order of Determination adopted by the Commission on October 24, 1951.

APPROVED	
LEGAL	<i>WCU</i>
ACCOUNTING	
OPERATIONS	<i>[Signature]</i>
SALES	
EXECUTIVE	<i>JCM</i>
SECRETARY	<i>SM</i>

Dated:
October 25, 1961.

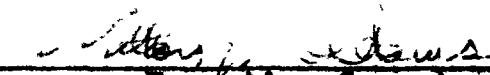
NATIONAL GYPSUM COMPANY, a
Delaware corporation,

By *Ja Manna*
President

By *DD*
Secretary

WATER RESOURCES COMMISSION of
the State of Michigan

By 
Chairman

By 
Executive Secretary

Signatures of the President and Secretary of the NATIONAL
GYPSUM COMPANY were authorized by action of the Board of
Directors at a meeting held on October 24, 1961.

Signatures of the Chairman and Executive Secretary of the
WATER RESOURCES COMMISSION were authorized by action of the
Commission at a meeting held on November 30, 1961.

CONTRACT FOR SECONDARY
SEWAGE TREATMENT

AGREEMENT made this 27th day of July, 1964 between the CITY OF KALAMAZOO, County of Kalamazoo, Michigan (Hereinafter sometimes called the "City") and the NATIONAL GYPSUM COMPANY, a Delaware corporation (hereinafter sometimes called the "Company"):

WITNESSETH: /

WHEREAS, the City pursuant to authority granted to it by law, proposes to acquire and construct certain additions and improvements to the sanitary sewer system and sewage treatment facilities of the City in accordance with maps, plans and specifications therefor prepared by Jones, Henry and Williams, consulting engineers of Toledo, Ohio, which additions and improvements will consist of sewage treatment facilities which will provide secondary treatment and necessary sanitary sewers and other sewage facilities to permit connecting of certain industrial plants, including that of the Company, to the sanitary sewer system of the City for treatment and disposition of domestic and industrial liquid wastes (which additions and improvements are hereinafter sometimes referred to as the "Project"); and

WHEREAS, the City proposes to finance the acquisition and construction of said Project by the issuance of bonds of the City therefor; and

WHEREAS, said Project when constructed will furnish industrial liquid waste sewage treatment service to the properties and plant of the Company, as hereinafter more particularly described, and the Company will be a large user of the services furnished by said Project; and

WHEREAS, the City proposes to pay all of the cost of operating and maintaining the Project and all or part of the principal and interest requirements on the bonds to be issued to defray the cost of said Project from rates and charges to be imposed upon the users of the Project and the sanitary sewer system of the City, including the Company;

NOW, THEREFORE, in consideration of the premises and undertakings of the parties hereto, IT IS AGREED AS follows:

1. The City will acquire and construct the Project in order to provide adequate sanitary sewage and industrial liquid waste treatment service to the Company for the industrial plant of the Company located on the lands located in Kalamazoo Township described on Exhibit A attached hereto and made a part of this contract by this reference. The City agrees to accept the sanitary and industrial liquid wastes of the Company, subject to the conditions of this contract, and to provide for the Company such treatment thereof so as to meet the standards for pollution abatement of the Kalamazoo River as currently required of the Company by the Michigan Water Resources Commission. The City further agrees to comply as fully as possible with all pollution abatement orders or water pollution control standards in full imposed on the City or Company by any governmental agency, body or tribunal, and to make all capital, structural, or operational changes which may be necessary for the accomplishment thereof, subject to the provision of funds therefor on an annual basis.

2. Upon completion of the acquisition and construction of the Project, or that portion thereof available for the use of the Company for its plant located on the property above described, the Company will connect said plant to the sewer or sewers available to it and will dispose of all of its sanitary and industrial liquid wastes, but only after primary treatment by the Company, exclusively through the sanitary sewer system of the City, to the extent herein provided, and will pay to the City the rates and charges herein-after specified or any revision thereof that may be made in the manner specified in this Agreement. The Company agrees that it will dispose of its sanitary and industrial liquid wastes only through the sewer system of the City in the manner and subject to the provisions of this Agreement and that except for primary treatment facilities and such facilities as may be required by Paragraph 9 of this Agreement it will not acquire, own or operate any sewage or industrial liquid waste treatment facilities, or dispose of its sewage or industrial liquid wastes through treatment facilities of any other person, corporation or agency, public or private so long as the City is ready willing and able to comply with water quality and future orders or standards imposed on the City or Company by any governmental agency, body or tribunal. The Company agrees to exclude from its effluent, in so far as is practicable, all unpolluted waters.

3. The rates to be charged to the Company for sanitary and industrial liquid waste service provided to its plant on the property above described shall be as follows:

A. To defray its share of the waste collection system the sum of fifteen cents (15¢) per thousand cubic feet of sewage.

B. To defray its share of the waste treatment facilities the following charges:

- a. 13¢ per thousand cubic feet;
- b. 40¢ per 100 pounds of Biochemical Oxygen Demand;
- c. 20¢ per 100 pounds of suspended solids.

C. In addition to the foregoing charges, so long as the plant of the Company receiving sewer service under the provisions of this Agreement remains outside the corporate limits of the City, an additional charge of \$2.00 for each \$1,000 of State-equalized valuation shall be paid per year. For purposes of this subparagraph, the State-equalized valuation of the plant shall be deemed to be the State-equalized valuation of the real estate described in Paragraph 1 hereof, plus the State-equalized valuation of all personal property located in said plant or on said property described in Paragraph 1, hereof. The payment provided for in this subsection (3. C.) may be used by the City for any municipal purpose.

4. The rate established in sub section 3. B. c. for sewage treatment facilities attributable to suspended solids, contemplates the dewatering and disposal of the resulting sludge onto lands reasonably close to the present treatment plant of the City. In the event that this method of sludge disposal cannot be utilized, it is understood and agreed that an alternate method of sludge disposition will be provided, and the suspended solids rate will be adjusted uniformly and equitably to all industrial participants.

5. The rates set forth in Paragraph 3. A. and 3. B. above shall not be increased prior to July 1, 1968 except as such increase may be required by paragraph 4 above or by Act 94 of 1933 as amended (Revenue Bond Act) or

any subsequent Act relating to the issuance of revenue bonds. Said rates shall be reviewed by the City no later than July 1, 1968 and at the option of the City or the Company, upon written notice to the other party, may be reviewed at anytime but not more frequently than once in every twenty-four (24) months period thereafter. Any revision in said rates, until such time as major plant additions or alterations may be required, shall be applied uniformly and equitably to all participants, and shall be for the purpose of maintaining adequate funds to the extent necessary and required to cover the expense of amortization of the cost of the waste collection and treatment facilities provided hereunder, including the establishment of such reserves as may be required for payment of the bonds issued for the Project, and for the operation, maintenance, depreciation and reasonable expansion thereof. For purpose of rate making under this contract, until such a time as major additions or alterations of the facilities may be required, the amount to be provided for expansion shall be limited to 5% of the prior year's gross revenue of the system from all sources. The rate set forth in paragraph 3. A., or any revision thereof, shall be applied on an equitable basis taking into consideration the cost of construction and expense of operation of that portion of the Waste Collection system utilized by each industrial user from time to time. The rates set forth in paragraph 3. B., or any revision thereof, shall be applied uniformly to all of the users of the waste treatment facilities herein provided. In the event that the City finds it necessary or desirable to change one or more of said rates, the City shall submit to the Company in writing not less than sixty days prior to the effective date of the proposed change (by registered or certified mail prepaid to the office of the Company in Kalamazoo County) a statement of the proposed rate changes and a brief summary of the basis and reasons therefor. Such proposed rate change shall become effective at the expiration of said sixty (60) day notice period, unless the Company requests a hearing and review of the proposed changes before the City Manager or his delegate, not later than forty-five (45) days following receipt of notification of the proposed changes as hereinbefore described, and said hearing shall be held and conducted with reasonable dispatch. In the event that the Company requests a review, it shall do so by notice in writing (by registered or certified mail prepaid) to the City giving the basis and reasons for such request, and the City Manager or his delegate shall hold and conduct a hearing thereon with reasonable dispatch. The City and Company shall

negotiate in good faith to resolve any differences in accordance with sound and accepted municipal utility practice and procedures. In the absence of agreement, any revised rate or denial of revision shall be determined by the City Commission with reasonable dispatch and the reasonableness and necessity of any such determination shall be subject to review and redetermination by Kalamazoo County Circuit Court without a jury upon petition of the Company, filed within fifteen (15) days from the date of any such determination.

6. The total charges will be the sum of the individual charges as computed on the basis of the total monthly volume and strengths of wastes actually received into the sewer system of the City as set forth in Paragraph 3 of this Agreement. The City shall cause the sanitary and industrial wastes of the Company to be measured as to volume by meters, which shall be installed by the City at a point which will permit an accurate reading of the volume of sanitary and industrial wastes entering the system of the City from the Company. The strengths of the sanitary and industrial wastes shall be measured by appropriate continuous sampling devices at times and at places to be selected by the City and acceptable to the Company, said sampling devices to be developed by the City. The charges set forth in Paragraph 3. A and 3. B. hereof shall be billed monthly based on the determinations of the measuring devices of the City at the rates set forth above. A copy of the monthly flow and waste strength data, as used in determining the charges, shall accompany the bill. The charge ✓ provided by Paragraph 3. C. will be billed to the Company and shall be payable annually within thirty (30) days after the State-equalized valuation of the governmental unit in which the plant of the Company is located is reasonably ascertainable, subject to revision when the State-equalized valuation has been finally established for any particular year. The first monthly billing of the charges set forth in Paragraph 3. A. and 3. B. hereof shall be billed at the end of the first complete month after the plant of the Company located on the above described property is connected to the system. Said billing shall be for the charges for the preceding month, plus a sum equal to the number of days (if any) in the second preceding month that the said premises were connected to the sewer system of the City, divided by thirty (30) and multiplied by the charges for the immediately preceding month. The first billing for the charges provided by Paragraph 3. C. hereof shall be billed pro rata for the calendar year in which operations commence, and service is being provided to the Company.

7. Measuring, sampling and testing will be conducted in such a fashion so as to fairly reflect the amounts and characteristics of the wastes being discharged into the system, in accordance with uniform procedures as may be specified from time to time in Standard Methods as published jointly by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation. The Company may sample and test its wastes independently of the City, and should the results differ materially from those of the City, the Company may elect to have the sampling and testing procedures of the City reviewed by a professional engineering firm or appropriate state or federal agency as selected by the City and the Company. The cost of such review shall be borne by the Company, unless such review demonstrates that the results of the City's procedures have been materially inaccurate, in which case the cost of such review shall be shared equally. Adjustments shall be made in accordance with such findings.

8. The foregoing charges shall be due and payable by the Company to the City within twenty (20) days from the date billed. A penalty of five per cent (5%) of the sum due and owing shall be added to any billing not paid by the due date. So long as the premises of the Company receiving service pursuant to this Agreement remains outside the corporate limits of the City, the charges for service, as such services are from time to time provided, shall constitute a lien on the property of the Company above described of the same type and character as provided for water and sewer charges by the provisions of Section 21 of Act 94, Public Acts of Michigan, 1933, as amended, and it is agreed that said lien may be foreclosed by the City in the same manner that mechanic's liens are foreclosed under the provisions of the laws of the State of Michigan.

9. The Company agrees that it will continue to provide, maintain and operate primary treatment facilities in accordance with good practice, and will provide primary treatment therein for all of the Company's industrial wastes before discharging them into the sewer system of the City and that it will not discharge its industrial wastes into the sewer system of the City until

after providing such primary treatment, unless specific written permission from the City is given therefor by the City Manager. The parties hereto further agree that if at any time the wastes discharged by the Company into the sewer system of the City shall contain any material that is unduly harmful to the structures, equipment or to the sewage treatment processes, or cannot be treated to comply with valid present or future orders or standards imposed on the Company or the City by any governmental agency, body or tribunal, the Company shall at its own expense promptly eliminate such harmful material or untreatable wastes from the wastes discharged into the sewer system or shall provide and operate at the Company's sole expense such pre-treatment or other facilities as will eliminate the harmful effects to the satisfaction of the City. The Company agrees that it will assume all liability for any discharge of its wastes into the system which materially damage said system beyond normal wear and tear and which damage is a direct result of harmful wastes not contemplated to be treated hereunder or which materially disrupt the normal waste treatment processes of the system. The Company further agrees it will save the City harmless for any of its wastes that are not discharged into the sewer system of the City so long as the City is ready, willing and able to comply with the valid present or future orders imposed on the Company or the City by any governmental agency, body or tribunal. The City may prohibit the Company from disposing into the City's system wastes containing material that is unduly harmful or cannot be treated as aforesaid and in such event, or in the event the Company disposes of acceptable wastes by means other than the sewer system of the City, the Company nevertheless shall continue to pay the rates and charges provided in this agreement for acceptable wastes based on the quantity of acceptable wastes discharged during the last month during which all acceptable wastes of the Company were disposed of through the sewer system of the City. The City shall be the sole judge of whether the wastes of the Company are unduly harmful or cannot be treated as aforesaid, subject however to review and redetermination by a professional engineer to be selected as set forth in Paragraph 7.

10. The Company agrees that it will furnish to the City at no cost to the City in mutually acceptable locations all of the necessary easements, rights of way, and interests in lands necessary for the acquisition,

construction, operation, repair and maintenance of the collection system portion of the Project and the sanitary sewer system of the City and for the installation of necessary measuring and sampling devices to compute the charges due by the Company to the City pursuant to this Agreement, and the Company agrees that authorized personnel of the City may make such entry onto the lands of the Company as may be necessary to permit the necessary measuring and sampling of the wastes of the Company discharged into the sanitary sewer system of the City and for all other necessary purposes in connection with the acquisition, construction, operation, repair and maintenance of the Project and the sanitary sewer system of the City.

11. This Agreement shall be effective only in the event that the Rex Paper Company, the Kalamazoo Paper Company, the National Gypsum Company, the Upjohn Company, the Hawthorne Paper Company and the K.V.P.-Sutherland Paper Company (Sutherland Divisions 1, 4 and 7) execute agreements on substantially similar terms and conditions providing for the disposal of their sanitary and industrial sewer wastes through the sanitary sewer system and sewage treatment facilities of the City. The City shall give notice that such agreements have been executed by all of said companies by causing written notice thereof to be served by registered mail on the Company at its registered office. If such agreements are not executed by and between the City and each of the foregoing companies by August 1, 1964, this Agreement shall be null and void.

12. In the event that the City is unable for any reason whatsoever to issue, sell and deliver to the purchaser thereof a bond issue of the City by March 31, 1965, in an amount necessary to acquire and construct the Project, this Agreement shall be null and void.

13. This Agreement shall be binding upon the parties hereto for a period of thirty (30) years from the date hereof, with automatic renewal for additional five (5) year periods unless written notice of termination thereof is served by either party hereto upon the other party not less than six (6) months prior to the renewal date.

14. This contract, and any addenda hereto executed by the parties, constitutes the entire agreement of the parties, and no modifications, alterations or additions thereto shall be binding upon the parties unless in writing and executed by duly authorized officials of both parties.

15. This Agreement is hereby declared to be binding upon the respective successors and assigns of the Company and the City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers and their seals to be affixed the day and year first above written.

WITNESS:

CITY OF KALAMAZOO

By Raymond L. Hightower
Its Mayor

(SEAL)

Alice Stunt

And Marion G. Garski
Its Clerk

Wanda A. Sackett

(SEAL)

NATIONAL GYPSUM COMPANY,
a Delaware corporation
By R. H. H. H.
VICE President

Wanda

And Augusta
Its Secretary

EXHIBIT A

CONTRACT FOR SECONDARY SEWAGE TREATMENT

Dated 27 July, 1964
(National Gypsum Company)

Properties of the National Gypsum Company within Kalamazoo Township
as located within:

The east half (E. $\frac{1}{2}$) of the northeast quarter (NE $\frac{1}{4}$)
of the northeast quarter (NE $\frac{1}{4}$) of section twenty
three (Sec. 23) Town two South (T.2 S.) Range eleven
West (R. 11 W.); and within the west half (W. $\frac{1}{2}$) of
the northwest quarter (NW $\frac{1}{4}$) of Section twenty four
(Sec. 24) Town two South (T.2 S.) Range eleven West
(R. 11 W.) in the Township and County of Kalamazoo,
Michigan.

NATIONAL GYPSUM COMPANY

ADDENDA TO CONTRACT FOR
SECONDARY SEWAGE TREATMENT
Dated 27 July, 1964

Addendum 1: It is further understood and agreed that pursuant to paragraph 9 of the Contract, the City of Kalamazoo will construe as acceptable "primary treatment" the continued proper operation and maintenance of all present facilities, such as savealls, settling basins, etc. which have been installed in order to reduce the solids discharge into the Kalamazoo River and to comply with requirements of the Michigan Water Resources Commission.

WITNESS:

(SEAL)

Alice Stuart
Wanda A. Sackett

(SEAL)

CITY OF KALAMAZOO

By Raymond L. Hightower
Its Mayor

And Marion K. Karsch
Its Clerk

NATIONAL GYPSUM COMPANY

By R. H. H. H. H. *non*
VICE ~~Its~~ President

And Raymond
Asst ~~Its~~ Secretary

NATIONAL GYPSUM COMPANY
ADDENDA TO CONTRACT FOR
SECONDARY SEWAGE TREATMENT
DATED 27 July, 1964

- Addendum 2: The word "industrial" on the last line of Paragraph 4 (page 3) of this contract is hereby deleted.
- Addendum 3: For the thirty (30) year base period of this contract, but not thereafter, a monthly credit of thirty thousand (30,000) pounds of Biochemical Oxygen Demand shall be allowed the Company on the monthly charges as provided for in Paragraph 3. B. b. of this contract.
- Addendum 4: Whereas the Company's lands as delineated in Exhibit "A" are presently located within the confines of the separate and distinct political subdivision of Kalamazoo Township, and outside of the corporate limits of the City, the City agrees to take cognizance of this fact and of the existence of this contract in the event that the City enters into agreements with Kalamazoo Township relative to the provision of sewerage service thereto. In any such agreement with Kalamazoo Township the City will protect the Company from possible duplication of the charges to be paid to the City as set forth herein in Paragraph 3 for sewerage service as provided under this contract.

WITNESS:

(SEAL)

Alice Stuart
Wanda G. Sackett

CITY OF KALAMAZOO

By Raymond L. Hightower
Its Mayor

And Marvin Gluski
Its Clerk

(SEAL)

NATIONAL GYPSUM COMPANY

By [Signature]
VICE President

And [Signature]
Asst Its Secretary

STATE OF MICHIGAN
GEORGE W. ROMNEY, GOVERNOR



WATER RESOURCES COMMISSION

COMMISSION
GERALD E. BDOY, Chairman
For RALPH A. MAC MULLAN
Director of Conservation
LYNN F. BALDWIN, Vice Chairman
Conservation Groups
ALBERT E. HEUSTIS, M.D.
State Health Commissioner
HOWARD E. HILL
State Highway Director
B. DALE BALL
Director of Agriculture
JIM GRIMORE, JR.,
Industrial Management Groups
GEORGE F. LIDDLE,
Municipal Groups

STAFF OFFICES
200 Mill Street
TEL. 373 3360
STATION B
LANSING MICHIGAN 48913

LEGAL COUNSEL
FRANK J. KELLEY
Attorney General

STAFF
LORING F. OERING
Executive Secretary
NORMAN BILLINGS
Asst. Executive Secretary
Chief Hydrology Division
RALPH W. PURDY
Chief Engineer
JOHN L. DESMOND
Office Manager

June 2, 1966

Mr. Clarence H. Elliott
City Manager
241 West South Street
Kalamazoo, Michigan 49006

COPY

Dear Mr. Elliott:

Your letter of May 10, 1966, to me, relative to the City's program for secondary treatment of municipal and industrial wastes was presented to the Water Resources Commission at its May 26-27 meeting. You advised that the city could not meet the June 1 completion date for these facilities specified in its December 3, 1963, letter to the Commission and its July 27, 1964, contracts with certain local industries, due to delays in consummation of the Federal grant, slowness in delivery of certain fittings and equipment, and the recent labor union strike. You requested the Commission to extend the completion date from June 1, 1966, to March 1, 1967.

In considering this request, the Commission noted that the program has reached a point where there can be no doubt of its full completion in the near future, on the basis of financing arrangements, contracts with the industries involved, and construction status.

In the light of these circumstances, the Commission took action as follows:

"Moved by Mr. Liddle, supported by Mr. Voet and unanimously adopted that the request of the City of Kalamazoo for extension of its waste treatment facilities completion date, from June 1, 1966, to March 1, 1967, be granted, but that the City be advised of the Commission's keen disappointment that the facilities will not be in operation this summer."

It was noted that the extended completion date is considered by the City of Kalamazoo to be realistic, and the Commission would strongly encourage any possible advancement of that date through expediting construction effort.

Very truly yours,

Loring F. Oering
Executive Secretary

MICHIGAN
NB:bs
Ec: Mr. Purdy
Mr. Chairperson
WATER-WINTER
ONDERLAND

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ENCE
 FROM SURVEY BY WILLIAM H. WILKINS
 REVISED SEPT 6, 1946
 FOUNDATION PLAN K7-315
 FOUNDATION DETAILS K7-316

2	7-7-72	ASL	SHOWED NEW CONC. DOCK W.D. 4712
11-18-64 RM		RELOCATED EASTERN PROPERTY LINE	
REVISION		WHERE USED	
NATIONAL GYPSUM CO.			
BUFFALO, N. Y.			
KALAMAZOO PLANT PROPERTY OUTLINE			
SCALE 1" = 30'		DATE 6-1-62	
DRAWN D. G. H.		KALAMAZOO PLANT	
TRACED		K7-99	
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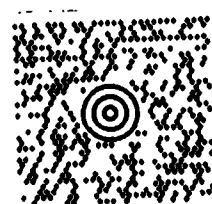
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